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9 VBCONVERSIONS LLC

10
11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 VBCONVERSIONS LLC, A
14 California Limited Liability Company

15 Plaintiff,

16 v.

17 MIRROR PLUS TECHNOLOGIES,
18 INC., a legal entity of unknown
19 status; ARC DOCUMENT
20 SOLUTIONS, INC., a Delaware
21 corporation; DOES 1-10, inclusive;

22 Defendants.

23 Case No:

24 **COMPLAINT FOR:**

- 25 **1.COPYRIGHT
2.INFRINGEMENT;
3.CONTRIBUTORY
4.COPYRIGHT INFRINGEMENT;
5.VICARIOUS COPYRIGHT
6.INFRINGEMENT;
7.4.VIOLATION OF THE DIGITAL
8.MILLENNIUM COPYRIGHT
9.ACT, § 1201(a);
10.5.REQUEST FOR INJUNCTIVE
11.RELIEF**

12 *Demand for jury trial*

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1 **COMES NOW**, the Plaintiff, VBConversions LLC, a California limited
2 liability company, which hereby alleges that defendants MirrorPlus Technologies,
3 Inc., (hereinafter “MPT”) and ARC Document Solutions, Inc.(hereinafter “ARC”),
4 are liable to it for copyright infringement, contributory copyright infringement,
5 vicarious copyright infringement and violation of the Digital Millennium Copyright
6 Act, §1201(a) in connection with the plaintiff’s copyrighted software entitled
7 VB.Net to C# Converter. This action is based upon a federal question.
8

9

10 **A. SUMMARY OF THE ACTION.**

11

12 This action seeks damages and injunctive relief upon defendants’
13 unauthorized access, copying, and adaptation of plaintiff’s copyrighted software
14 entitled “VB.NET to C# Converter.”(hereinafter “the Program”) (C# is pronounced
15 C Sharp).

16

17 **B. JURISDICTION.**

18

19 1. This action arises under the Copyright Act of the United States,
20 17 U.S.C. §101 and §501, et seq and the Digital Millennium Copyright Act, 17
21 U.S.C. §1201(a)(1)(A). This Court has jurisdiction over the subject matter of this
22 action pursuant to 28 U.S.C. §1338(a). Jurisdiction is further founded upon the
23 defendants’ affirmation of a provision in a licensing agreement that the parties
24 agree to subject themselves to the personal jurisdiction of the courts of the State of
25 California.

26

27 2. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) &

1 §1400(a). Plaintiff further alleges venue is proper as the result of a Forum Selection
2 Clause in a license agreement affirmed by defendants designating the County of
3 Los Angeles, State of California, as the appropriate location for hearing in the event
4 of a dispute arising out the license.

5 **C. PARTIES**

6 3. VBConversions LLC (hereinafter “VBC”) is a California limited
7 liability company, whose principal office is located in Santa Monica, California.
8 VBC engages in the licensing of its software product, (hereinafter “the Program”),
9 to the public on the World Wide Web of the Internet.

10 4. Plaintiff is informed and believes and thereon alleges that ARC
11 Document Solutions, Inc. (hereinafter “ARC”), is a Delaware corporation, with its
12 principal headquarters located at 1981 N. Broadway, Suite 385, Walnut Creek,
13 California 94596. Upon information and belief, plaintiff alleges that ARC is
14 engaged in business as a provider of print services to the non-residential segment of
15 the architecture, engineering and construction (“AEC”) industry.

16 5. Plaintiff is informed and believes and thereon alleges that at all
17 relevant times MirrorPlus Technologies, Inc., was a wholly owned subsidiary of
18 ARC. MPT provides software solutions for ARC’s reprographics business. MPT
19 is located at 45545 Northport Loop East, Fremont, CA 94538.

20 **D. GENERAL ALLEGATIONS.**

21 6. Plaintiff has registered his program with the Register of Copyright

1 and was given the registration number of TX 0007608975 for Version 3.0 of the
2 above entitled program. It was registered on August 9, 2012. A copy of the
3 registration is attached hereto and incorporated by reference as **Exhibit “A.”**
4

5 7. VBC licenses its copyrighted program online at vbconversions.com.
6 VBC subscribes to the Shareware philosophy of offering its program in a trial
7 version for a limited time and with reduced conversion limits to potential
8 purchasers. In this instance, it is offered for 15 days. A party is permitted to try out
9 the program and see if it is suitable for their needs. Users are provided with up to
10 2,000 lines of Visual Basic programming to convert to C#. If they find the program
11 appropriate for their needs they may apply for a license by paying the standard
12 market fee. However, prior to being permitted to use the Trial version, a
13 prospective purchaser must first affirm an End User Licensing Agreement
14 (“EULA”). No registration key is issued to trial users, unless and until they
15 purchase a license. Otherwise, the trial version of the program will automatically
16 disable after 15 days. A copy of the EULA is attached hereto as **Exhibit “B.”**
17

18 9. In business programming, Visual Basic (VB) has one of the largest
19 user bases and is probably the most popular programming language. But many
20 developers look to more recent computer languages in order to enhance what they
21 do and to eliminate flaws found in earlier programs such as VB. Newer languages
22 used by programmers include C, C+ and C++. C# has evolved from these earlier
23 attempts at improving VB.
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1 10. C# is intended to be a simple, modern, general-purpose, programming
2 language. The language is intended for use in developing software components
3 suitable for deployment in many different environments. For instance, C#
4 compilers exist for just about every platform imaginable, including Mac, Linux,
5 Windows, Solaris, etc. C# is suitable for writing applications for both hosted and
6 embedded systems, ranging from the very large that use sophisticated operating
7 systems, down to the very small having dedicated functions.

8 11. Plaintiff is informed and believes that at all times mentioned herein
9 defendants, and each of them, have engaged in and continue to engage in the
10 purchase and/or sale of goods and services within the County of Los Angeles, State
11 of California.

12 12. The American Registry of Internet Numbers (ARIN) is a non-profit
13 organization that is charged with the task of assigning internet protocol addresses to
14 computers using the Internet. It is one of five organizations around the globe
15 charged with these duties. The geographic area assigned to ARIN is North
16 America. ARIN provides information as to the Net Range of Computers, by IP
17 address, owned and/or operated by parties within the above geographical region.

18 13. Plaintiff is unaware of the names and true capacities of Defendants,
19 whether individual, corporate and/or partnership entities, Named herein as DOES 1
20 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff
21 will seek leave to amend this complaint when their true names and capacities are

1 ascertained. Plaintiff is informed and believes and thereon alleges that all of the
2 defendants, known and unknown, are in some manner responsible for the wrongs
3 alleged herein and that at all times mentioned herein were the agents and servants
4 or joint venturers/ partners-in-concert of the other Defendants, and acted within the
5 course and scope of said agency and employment or within the parameter of their
6 agreement.

9 14. Plaintiff is informed and believes and thereon alleges that at all times
10 relevant hereto, the named Defendants and DOES 1-10, inclusive, knew or
11 reasonably should have known of the acts and behavior alleged herein and the
12 damages caused thereby, and by their inaction ratified and encouraged such acts
13 and behavior. Plaintiff further alleges that said defendants have a non-delegable
14 duty to prevent or cause such acts and behavior described herein, which duty
15 defendants failed and/or refused to perform. Plaintiff further alleges upon
16 information and belief that each act, transaction or event hereinafter stated was
17 directed, hosted, served and routed through a network operated and maintained by
18 defendant TTPI.

FIRST CLAIM FOR RELIEF: *Violation of 17 U.S.C. §106(1) & 501, et seq.*

Copyright Infringement against all defendants.

25 15. Plaintiff incorporates by reference paragraphs 1 through 14 as if the
26 same were set forth fully herein.

28 16. On Tuesday, December 18, 2012, at 9:36 a.m., EST, a user,

1 presumably named “Jacky,” accessed the VBC website and installed the program
2 on the remote computer. The computer is identified by the title: JACKY-
3 38DDACCC1. Its Public Internet Protocol address is 216.241.86.192. The
4 American Registry of Internet Numbers (hereinafter “ARIN”) identifies this
5 address as within the Net Range of addresses assigned to defendant, Mirror Plus
6 Technologies, Inc. A copy of the ARIN report is attached hereto and incorporated
7 by reference as **Exhibit “C.”** The Internal IP address of the computer is noted to
8 be: 192.168.175.128.

11 17. VBC recorded the installation of the Program on November 18, 2012,
12 at 11:37:17 a.m. VBC further recorded that the object of MPT was Version 2.24.
13 “Jacky” was permitted entry to the Trial version of the Program following
14 affirmation of the VBC EULA. Following access to the Trial version, “Jacky”
15 entered a false registration key in an effort to unlock the Trial Program to unlimited
16 use. The false registration key is noted as: 56!!!-!!7!!-!!!!-!!!!-!!!! This key was
17 not issued by VBC to defendants or to anyone.

21 18. VBC requires the user to enter their Registration Name, Registration
22 email and Registration Organization. This information comes directly from the user
23 and is not something captured by computer. “Jacky” entered Name as “LineZer0,”
24 email as test@test.com, and organization as “test.” The information supplied is an
25 obvious attempt to disguise identity in order to purloin the software with impunity.
26 LineZer0 is a well-known notorious, international hacking group.

1 19. About seven minutes later, "Jacky" has accessed Version 3.02 of the
2 Program. Using the same false key which unlocked the software and the same
3 computer, he was allowed access to the latest version at that time, which was 3.02.
4

5 20. "Jacky" has now commenced converting Visual Basic lines of
6 programming into C# by reason of his illegal use of VB.Net to C# Converter.
7 Initially, he converts VB into 911 lines of C#. Nine minutes later, at 11:53 a.m., he
8 converted VB into 10,025 lines of C#. Finally, at 1:38 p.m., he converted VB lines
9 into 101,665 of C#. In each instance, the conversion was dedicated to specific vb
10 projects: "MSOfficeClassLibrary," "FMAuditClass Library," and
11 "EquipmentClassLibrary." The total of all lines illegally converted amounts to
12 112,601. Copies of Proofs reflecting the infringements mentioned above are
13 attached hereto and incorporated by reference as **Exhibit "D."**
14

17 21. Plaintiff is informed and believes and thereon alleges that "Jacky" is at
18 all relevant times an employee of MPT and ARC, presumably as a computer
19 programmer. Further, at all times, "Jacky" is acting within the scope of his
20 authority and performing work on behalf of his employers.
21

22 **SECOND CLAIM FOR RELIEF: *Contributory Copyright Infringement.***
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24 22. Plaintiff incorporates by reference paragraphs 1 through 21, as if the
25 same were set forth fully herein.

26 23. Plaintiff is informed and believes and thereon alleges that Defendants,
27 MPT and ARC, induced, caused and materially assisted in and contributed to the
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1 infringement alleged herein by supplying its employees, officers, servants, agents
2 and others, devices and equipment enabling them and each of them to commit the
3 acts complained of herein. Plaintiff is further informed and believes that at all times
4 mentioned herein defendants DOES 1-10 were aware of the illegality of what they
5 contributed to, yet failed and refused to bring an end to these acts and was willfully
6 blind to the activity. Accordingly, the named defendants are jointly and severally
7 contributorily liable to plaintiff for the direct infringement committed by its
8 employees, servants, agents or others.

11 24. By reason of the actions taken above, defendants aided and abetted the
12 actions of their employee, Jacky, and materially contributed therein by turning a
13 “blind eye” to the actions of Jacky and permitting him to continue the use of the
14 wrongfully converted program on their computer system.

17 25. Defendants, and each of them, are jointly and severally liable to
18 Plaintiff in Actual Damages of a sum unknown at this time, but for all profits
19 attributable to the infringements, according to proof at time of trial. In the
20 alternative, defendants are jointly and severally liable for Statutory Damages of
21 \$150,000.00, as and for the willful and intentional infringement and unauthorized
22 access, copying and usage of plaintiff’s copyrighted programs.

25 **THIRD CLAIM FOR RELIEF: *Vicarious Copyright Infringement***

26 26. Plaintiff incorporates by reference paragraphs 1 through 25, inclusive,
27 as if the same were set forth fully herein.

1 27. Plaintiff is informed and believes and thereon alleges that at all times
2 relevant to the actions complained of herein the employers, MPT and ARC, had the
3 right and ability to oversee, govern, control and direct its employee's actions,
4 including, but not limited to, halting any adverse conduct in which its employee is
5 engaged, such as, preventing or deleting the illegal conversion of the VBC
6 Program.

9 28. Plaintiff further alleges that as a proximate result of defendants'
10 conduct, defendants have profited in an amount and in a manner that would not
11 have taken place, but for the purloining of plaintiff's copyrighted software by its
12 employees. Accordingly, defendants' have gained a direct financial benefit to
13 which they are not entitled.
14

16 29. Under the circumstances outlined above, defendants,’ and each of
17 them, are liable to plaintiff for Statutory Damages as willful vicarious copyright
18 infringers in the amount of \$150,000.00. Defendants’ are also liable for Actual
19 Damages in an amount unknown at this time, but according to proof at time of trial.
20

FOURTH CLAIM FOR RELIEF: *Violation of the Digital Millennium*

Copyright Act, §1201(a)(1)(A).

24 30. Plaintiff incorporates by reference paragraphs 1 through 29, inclusive,
25 as if the same were set forth fully herein.

26 31. At all times mentioned herein, VBC had in force a confidential 25
27
28 digit alphanumeric code designed to control access to his copyrighted software. It

1 is only when a legitimate purchaser affirms the terms and conditions of the End
2 User Licensing Agreement and pays the standard market fee that unlimited access
3 to the licensed product is permitted. When adherence is satisfied plaintiff will issue
4 to the licensee a non-exclusive, non-transferable license and provide legitimate
5 code enabling unlimited access to the copyrighted program.
6
7

8 32. The code is intended as a technological measure for the purpose of
9 protecting VBC's proprietary program. To gain access requires knowledge of the
10 confidential 25 digits issued by plaintiff. It is intended to exclude those who seek to
11 circumvent the code and gain unauthorized access.
12

13 33. The true number of acts of circumvention is unknown at this time, but
14 plaintiff is informed and believes and thereon alleges that at least 3 occasions
15 recited above occurred.
16

17 34. As a consequence of defendants' unlawful and unauthorized
18 circumvention of plaintiff's measures, plaintiff has sustained damages as previously
19 set forth herein.
20

21 35. The use of the circumvention device to gain access is an intentional
22 and knowledgeable act by the defendants. It is therefore willful and subjects
23 defendants jointly and severally liable for the maximum allowed for Statutory
24 Damages per act of circumvention. Alternatively, Plaintiff is entitled to Actual
25 Damages for profits attributable to the acts of circumvention per 17 U.S.C. §
26 1203(c)(2), according to proof at time of trial.
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1 **WHEREFORE**, plaintiff prays that the Court issue the following:

2 A. Defendant be enjoined during the pendency of this action and
3 permanently thereafter from appropriating, using or otherwise benefitting
4 from plaintiff's copyrighted application software identified above without the
5 express written approval of plaintiff or its delegate;

6 B. Defendants be ordered to identify, preserve, set aside and retain any
7 and all source code and executable files used by them in the in the
8 infringement alleged above pursuant to Federal Rule of Civil Procedure 34,
9 which includes, but is not limited to:(i) all electronically stored information
10 which contains any portion of plaintiff's copyrighted program; (ii) all
11 writings as defined in Federal Rule of Evidence 1001, which refer to or
12 mention in any manner plaintiff's program, except to those items based on
13 privilege.

14 C. Pay plaintiff all damages sustained by him as the result of their
15 unlawful acts, with prejudgment interest, as well as account for and pay for
16 all gains and profits they have enjoyed at plaintiff's expense. In particular,
17 Plaintiff demands compensation of at least \$150,000.00 as and for Statutory
18 Damages under the Copyright Act or Actual Damages for profits attributable
19 to the infringement, both direct and indirect, according to law.

20 D. Plaintiff demands damages for violation of the applicable sections of
21 the Digital Millennium Copyright Act, §1201(a), et seq., over and above

1 those damages recited under the Copyright Act of 1976;

2 E. Trial by jury.

3 F. All costs of litigation, costs of suit, reasonable attorney fees and
4 interest accrued at legal rates.

5 G. Such other and further relief as the Court deems just under the
6 circumstances.
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9 DATED: November 23, 2015

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11 **LAW OFFICES OF DONALD M. GINDY**

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13 By: 

14 Donald M. Gindy
15 Attorney for Plaintiff
16 VBConversions LLC
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1 **DEMAND FOR TRIAL BY JURY**

2 PLEASE TAKE NOTICE that Plaintiff VBCONVERSIONS, LLC hereby
3 demands a jury trial in this action.

4

5 DATED: November 23, 2015

LAW OFFICES OF DONALD M. GINDY

6

7 By: 

8 Donald M. Gindy
9 Attorney for Plaintiff
VBConversions LLC

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